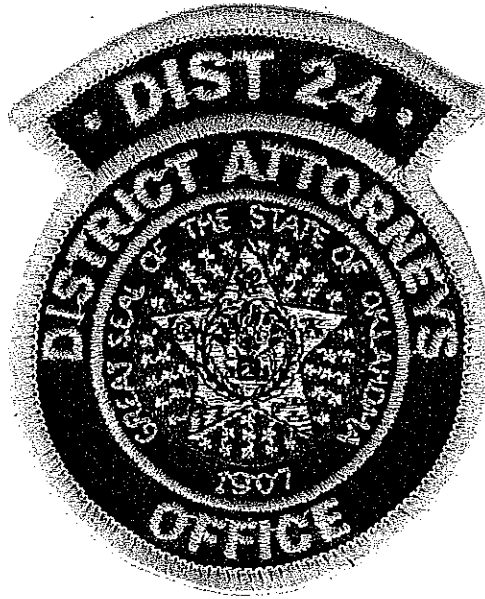


MULTI-JURISDICTIONAL
DRUG TASK FORCE



MAX COOK, DISTRICT ATTORNEY
CREEK-OKFUSKEE COUNTIES
222 E. DEWEY STREET-SUITE 302
SAPULPA, OK 74066



OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

Max Cook, District Attorney
Creek & Okfuskee Counties
Creek County Courthouse
222 East Dewey Street, Suite 302
Sapulpa, OK 74066

Re: Interlocal Cooperation Agreement for a Multi-Jurisdictional Drug Task Force for District #24, Creek and Okfuskee Counties, OK (AG #ICA-09-0017)

Dear Mr. Cook:

LETTER OF APPROVAL

I have reviewed the referenced Agreement and found it to comply with the provisions of the Interlocal Cooperation Act. Pursuant to the provisions of 74 O.S. 2001, § 1004(f), the referenced Agreement is hereby officially **APPROVED** as of the date of the signature manifested hereon.

Please be advised that, before the Agreement may go into force, copies of the Agreement, and of this Letter of Approval, must be filed with the County Clerk and the Secretary of State.

Signed this 21st day of July, 2009.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Regina Switzer".

Regina Switzer
Assistant Attorney General

Enc. Original Contract

AG ICA-09-0017 Dist #24 Drug Task Force

DISTRICT 24 MULTI-JURISDICTIONAL DRUG TASK FORCE

This agreement is entered into between the District Attorney's Office of District 24 (D.A.), and the law enforcement agencies listed on Schedule A attached hereto, all of which are located within the boundaries of district attorney district no. 24, State of Oklahoma, to participate in the "District 24 Multi-Jurisdictional Drug Task Force", hereinafter referred to as "Drug Task Force" or "DTF", as authorized by and pursuant to 11 O.S.A. §34-103, 19 O.S.A. §215.35A, 51 O.S.A. §6, and the "Interlocal Cooperation Act", 74 O.S.A § 1001 et seq.

This agreement provides for effective interlocal cooperation of law enforcement agencies within District 24, and no separate legal entity shall be deemed to have been created hereby.

1. Purpose. The purpose of the Drug Task Force is to coordinate, facilitate and implement law enforcement investigations and effective prosecutions of importation, manufacturing, distribution, possession, and use of illegal drugs and controlled substances and to promote drug education within and throughout the District.

2. Objectives. The objectives of the Drug Task Force are to (1) reduce the availability of street drugs, (2) reduce and limit the number of meth labs operating within the district, (3) develop, maintain, and assimilate intelligence data and files regarding criminal activity, and to disseminate criminal intelligence to appropriate federal, state and local law enforcement agencies, (4) to provide and increase inter-agency cooperation in drug-related investigations, (5) improve and increase investigative technology resources available to law enforcement agencies throughout the district in relation to illegal drug activities and drug investigations, (6) reduce drug trafficking over major interstate trafficking routes through the district as well as intrajurisdictional drug trafficking, (7) provide effective drug education and prevention programs to law enforcement officers and all segments of the general public, and (8) increase the awareness and recognition of the general public of illegal drug activity indicators and the reporting thereof to law enforcement.

3. Governing Body Approval -- Interlocal Cooperative Agreement. The participation of county and municipal law enforcement agencies and/or their officers in the Drug Task Force shall require the approval of this cooperative agreement by the

governing body of each participating agency. This Agreement shall include and constitute an inter-local cooperative agreement between each of the county and municipal entities approving and entering into this Agreement, hereby authorizing, consenting to and making it possible for Drug Task Force officers from member jurisdictions to assist or operate in each others venue and/or jurisdiction, if necessary, as provided by 11 O.S.A. §34-103, 19 O.S.A. §215.35A, 51 O.S.A. §6, and the "Interlocal Cooperation Act", 74 O.S.A § 1004 et seq. and such other laws which are or may become relevant subject to the limitations and restrictions set forth in this Agreement and the "Policies and Procedures" adopted and implemented in conjunction with this Agreement.

4. Drug Task Force Administrator/Coordinators. Coordination of all Drug Task Force operations shall be administered by and through the office of the District Attorney of District 24, or its designated "Coordinators". The District Attorney shall designate a Task Force "Coordinator" and "Assistant Coordinator" who shall be responsible for administering all joint and cooperative undertakings pursuant to this agreement.

5. Officers Assigned to Drug Task Force. Upon the request and subject to the approval of the District Attorney, each of the law enforcement agencies joining in this agreement hereby expressly agree to provide C.L.E.E.T. certified officers to the Drug Task Force, with preference being given to officers who have been certified in the handling of illegal drug laboratories, as those officers may be made available by the involved law enforcement agency. In furtherance of the goals and objectives of the Drug Task Force as set forth in this agreement, officers assigned to the Drug Task Force may be commissioned as an "Investigator" in accordance with 19 O.S.A. §215.35A by the District Attorney who shall issue "D.A. Investigator" credentials upon certification of compliance with the qualifications set forth in this Agreement, all Policies and Procedures, and other educational and training requirements of the District Attorney. Such credentials and an officer's participation in the DTF may be suspended or terminated by the District Attorney at any time, without cause.

6. Joint Exercise of Powers, Privileges, and Authority. Pursuant to 11 O.S.A. §34-103, the mayor and chief of police of each municipality participating in this Agreement hereby authorize, approve, and recognize that all municipal officers

commissioned as "Investigators" in the Drug Task Force may assist and/or operate within the jurisdiction of each and all of the member jurisdictions with full law enforcement authority, powers and jurisdiction within District 24, as well as within the entire State of Oklahoma, under the following guidelines:

a. Municipal or county officers that have been commissioned as "D.A. Investigators" shall not be authorized to act with DTF authority outside of their respective municipal or county jurisdictions unless the initial contact with an offender for a violation of law occurred within the municipality or county wherein such D.A. Investigator is primarily employed, or

b. The municipal or county officer who has been commissioned as a D.A. Investigator has received prior approval and authorization from the DTF Administrator, Coordinator, or Assistant Coordinator to engage in a DTF activity or investigation outside of the respective officer's municipality or county.

c. Whenever it is practical under the circumstances, when municipal officers who are commissioned as DTF or DA investigators are engaging in an investigation or other enforcement activity within the jurisdiction of another participating municipality, the Administrator, Coordinator, or Assistant Coordinator shall notify the Chief of Police, the Assistant Chief of Police or the DTF Investigator from that municipality of the activity which is taking place before such activity begins or as soon afterward as practical.

d. The Chief of Police or the municipal officer commissioned as a DA Investigator of the DTF may elect to participate in the investigation or enforcement activity within that municipality whenever a municipal officer from another municipality is acting as a DA Investigator in an investigation or enforcement activity within such Chief's municipality.

7. Duties of Assigned Officers. All Drug Task Force officers or Investigators shall comply with and be subject to all policies and procedures of the Task Force. It will be the duty of all assigned Drug Task Force officers to: (1) question individuals, when possible, who are arrested or detained by his/her agency to obtain any possible source of information or use as confidential informants, (2) cooperate with other

All activities of assigned officers to the Drug Task Force shall continue to be subject to the policies and procedures of the participating agency, and to the extent not inconsistent with such policies and procedures, shall be further subject to the policies and procedures established by the Drug Task Force Administrator or designated officer in charge of any joint investigation or other Drug Task Force activity.

8. Liability for Acts or Omissions-Insurance. Liability for all acts or omissions of individual officers alleged to have been committed within the course of carrying out the duties and purposes of the Drug Task Force shall remain with the participating agency to the same extent as otherwise provided by law.

- a. Each agency shall save and hold harmless and defend the other agency, Drug Task Force, and District Attorney from and against all claims and liability for loss, damage, or injury of death of third parties caused by or attributed to its own officer engaged in activities of the Task Force.
- b. Each agency will provide, accept liability, and be solely responsible under the Workman's Compensation Act, in the event personal injuries occur to their officer(s) while engaged in Task Force activities.
- c. Each agency shall, during the entire time of participation, maintain but is not limited to, liability insurance coverage of officer and vehicle, while operating a vehicle, even though the vehicle may be owned by another agency.

9. Officer Compensation. The District Attorney's Office of District 24 shall provide the only full time officers dedicated to the activities of the Drug Task Force, and all salaries, compensation, benefits, and expenses for services rendered, including but not limited to worker's compensation, injury, leave, vacations, and sick pay to which such full time officers are entitled, shall be paid through their employment with the District Attorney's Office.

All participating law enforcement agencies hereby agree that each and every officer assigned to the Drug Task Force will be paid any and all compensation, salaries and benefits to which the officer is entitled by that officer's participating agency, and no compensation or benefits shall be paid directly or indirectly, to any assigned officer or participating agency by the Drug Task Force or D.A.'s Office of District 24. Compensation as used in this agreement includes all salary and benefits for services rendered, and further includes worker's compensation benefits, injury leave benefits and

Compensation as used in this agreement includes all salary and benefits for services rendered, and further includes worker's compensation benefits, injury leave benefits and other benefits to which the officer would be entitled through his employment with the participating law enforcement agency. Nothing herein is intended to modify, in any way, the existing relationship of an agency and its employee.

10. Financing/Property. The Drug Task Force will not acquire nor will it own any real property. Any tangible personal property acquired by the Task Force shall belong to the Office of the District Attorney of District 24. Property seized according to law shall be used and/or disposed of through recognized forfeiture procedure and laws. The Drug Task Force may apply for State and Federal grants, and may receive private donations of money to further the purposes of the Drug Task Force where allowed by law.

All participating agencies agree to use their best efforts to make available through their designated Drug Task Force officers such material, equipment, vehicles, and other necessary items as may be mutually agreed by the participating agencies.

In addition, any property seized by or through the operations of the Drug Task Force by officers acting under the authority of this Agreement shall be forfeited as provided by law.

11. Use of Drug Task Force Funds. All funds received by or for the Drug Task Force, regardless of source, shall be administered by the Administrator for the operations of the Drug Task Force. The Administrator is authorized to budget and allocate such funds to pay for:

- a. The expenses incurred in the operation of the Drug Task Force for office and administrative expenses as well as travel, mileage and salaries and benefits of DTF investigators or officers;
- b. "Confidential funds/buy money" are to be used by the Drug Task Force Investigators according to guidelines established by the District Attorneys Council, Bureau of Justice, and/or Administrator;
- c. Drug education and prevention programs;
- d. Drug enforcement educational programs for participating agencies and officers to include any travel expenses and other reasonable and usual conference expense;

- e. Other reasonable expenses incurred in furtherance of the operations and investigations of the Drug Task Force; and
- f. Payment of matching requirements for Task Force Grants with funds obtained from sources other than grant funds received by the Task Force.
- g. Other appropriate and lawful uses.

12. Duration: This agreement shall become effective upon approval hereof by the Attorney General of Oklahoma, and shall be automatically renewed for additional one-year periods beginning July 1 of each calendar year until terminated by the District Attorney.

13. Withdrawal and/or Termination. Any agency may withdraw and terminate its participation at any time by serving written notice thereof to the Administrator. Any such notice shall be effective upon receipt of such notice by the Administrator, or at such other time at a later date as may be set forth in the written notice. The District Attorney may terminate this Agreement with any agency at any time upon the service of written notice thereof to that participating agency or may terminate the entire agreement at any time upon service of written notice to each participating agency.

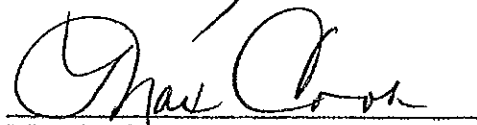
14. Approval of Attorney General. This Agreement shall be submitted to the Attorney General of Oklahoma for approval pursuant to the "Interlocal Cooperative Act" of the State of Oklahoma.

15. Filing of Agreement. Upon approval hereof by the Attorney General, this Agreement shall be filed with the County Clerk of Creek County and Okfuskee County and the Oklahoma Secretary of State.

Approved and entered into by the undersigned on the date immediately preceding their signatures.

Approval by the District Attorney's Office of District 24, State of Oklahoma:

Approved and Executed by me, the duly acting District Attorney of District 24, State of Oklahoma, on this 29th day of June, 2009.



Max Cook
District Attorney, District 24

**Approval by the Muscogee (Creek) Nation Lighthouse Tribal Department,
State of Oklahoma**

I, Robert L. Hawkins, Chief of Muscogee (Creek) Nation Lighthouse
Tribal Department, State of Oklahoma, on this 28 day of
July, 2017, do hereby approve and enter into the above and
foregoing Agreement on behalf of the Muscogee (Creek) Nation Lighthouse Tribal
Department.

Robert L. Hawkins
Chief of Muscogee (Creek) Nation
Lighthouse Tribal Department

Kenn W. D. D. D.
Attorney General
Muscogee (Creek) Nation

7-28-17
Dated

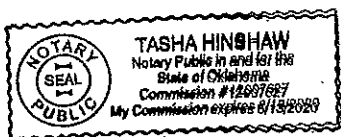
N/A
Chairman
Muscogee Nation Lighthouse Commission

Dated

State of Oklahoma
County of Oklmulgee

This instrument was acknowledged before me on 28th day of July
2017, by Robert L. Hawkins

Seal:



Tasha Hinchaw
Signature of Notary

Commission Expires: 08-13-2020
Commission Number: 12007627

SCHEDULE A

District Attorney of District 24:

Max Cook

Oklahoma Law Enforcement Agencies:

Mannford Police Department

Okemah Police Department

Sapulpa Police Department

Bristow Police Department

Seminole Nation

Muscogee (Creek) Nation

DISTRICT #24 DRUG TASK FORCE
ACTIVITY FORM

AGENCY _____

CASE NUMBER _____

COURT CASE NUMBER _____

TASK FORCE CASE INVESTIGATOR _____

COUNTY FILED: CREEK: OKFUSKEE: OTHER _____

SUSPECT NAME: _____

DOB: _____

RACE: _____

SSN/OLN: _____

CRIME: _____

ARREST DATE: _____

DRUG TYPE: _____

DRUG AMOUNT: _____

NON-DRUG ARREST: _____

MARIJUANA ERADICATED: _____

VIOLENT: YES NO

AFTER FORMER: YES NO

ARREST SEIZURE AND FORFEITURES

VEHICLES _____ VALUE _____

VESSELS _____ VALUE _____

AIRCRAFT _____ VALUE _____

CURRENCY _____

REAL PROPERTY _____ VALUE _____

WEAPONS _____ VALUE _____

OTHER _____ VALUE _____

DISPOSITION

DATE FILED: _____

CHARGE FILED: _____

DTF - OATH

Do you solemnly swear to faithfully execute your duties as a state officer of the District 24 Multi-Jurisdictional Drug Task Force to the best of your ability, upholding the constitution of the United States of America and of the State of Oklahoma as well as the laws of both, while showing respect and courtesy to your fellow officer and citizens?

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between: **District 25 District Attorney, Checotah Police Department (City Of Checotah), Eufaula Police Department (City of Eufaula), Okmulgee Police Department (City of Okmulgee), Henryetta Police Department (City of Henryetta), Morris Police Department (City of Morris), Okmulgee County Sheriff's Department (Okmulgee County Board of Commissioners), Beggs Police Department (City Of Beggs), Dewar Police Department (City Of Dewar) and the Muscogee (Creek) Nation Lighthorse Police Department (Muscogee Nation).**

Purpose. To establish a Multi-Jurisdictional Violent Crime Task Force. This Task Force will respond, assist and enforce laws against violent crimes within the 25th District Attorney District. The primary purpose of the Task Force is to investigate, prosecute, and deter violent crimes within District 25.

OVERVIEW / MISSION STATEMENT

The Task Force will assist agencies that are members to develop an effective response to violent crime cases. Due in large part to the man power and time consuming issues of these cases, the Task Force promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting violent crime cases. All agencies acknowledge that all Task Force Members act as partners in a District wide effort to combat violent crimes.

The Task Force goals are to increase the investigations and prosecutions of violent Crimes and to increase public awareness and prevention of violent crimes. The objectives for the Task Force are: (1) increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders; (2) increase the number of violent crime (state and federal) offenses being prosecuted; (3) create a multi-agency task force response to violent crime offenses.

Task Forces may include investigators, supervisors or prosecutors from various local state, and federal law enforcement agencies who provide assistance subject to availability.

It is the mission of the Task Force to identify and investigate individuals who commit violent crimes. As part of the primary mission, the Task Force must be focused on presenting evidence of criminal activity to prosecutors which then leads to the successful prosecution of individuals who have committed violent crime offenses.

Violent Crimes are those crimes as described in Title 57 of Oklahoma Statutes 592 under the Mary Rippy Violent Crime Offenders Registration Act.

As part of its primary mission, each Task Force will:

Conduct investigations for which venue lies within the Task Force's Jurisdiction(s), including investigations of Rape, Robbery, Murder and any other violent crime.

All participating agencies will ensure that: Only sworn law enforcement personnel will conduct violent crime investigations.

GOALS FOR CASES PROSECUTED

Cases investigated by the Task Force may be prosecuted in Federal or State Court.

The Task Force agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished to the greatest possible extent. The parties agree that the sentences in violent crime cases should, to the greatest possible extent, (a) reflect the seriousness of the offense, (b) promote respect for the law, (c) provide just punishment for the offense, (d) afford adequate deterrence to criminal conduct, (e) protect the public from further crimes of the defendant.

The United States Attorney's Office of the Eastern District of Oklahoma will provide federal prosecution for the Task Force. The District 25 District Attorney will provide state prosecution for the Task Force.

JURISDICTION

It is expressly understood and agreed by all parties to this MOU that all responding agencies shall act in support of and under the authority of the primary agency where the specific incident has occurred.

LIABILITY

The individual agencies are responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU.

MEDIA

Media outreach on cases should be coordinated with the prosecutor to whom the case has been or will be referred to. However, each police chief and or Sheriff or his designee maintains the right to make releases as a normal course of business if the violent crime being worked is in their original jurisdiction.

CONFIDENTIALITY

It is understood that any confidential information pertaining to investigations will be held in the strictest confidence, and will only be shared with participating Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

CONSISTENCY

No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

EFFECTIVE DATE

This agreement shall be effective on October 6th, 2016 and continue until such time as the agreement is canceled by any of the parties upon written notice delivered to The District 25 District Attorney, Chief of Police or Sheriff.

Entered into this 5 day of DECEMBER, 2016.

OR. Bouie III
For the District Attorney District 25

Robert L. Hawkins
For the Muscogee (Creek) Nation Police

CONSISTENCY

No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

EFFECTIVE DATE

This agreement shall be effective on September 1st, 2015 and continue until such time as the agreement is canceled by any of the parties upon written notice delivered to The District 25 District Attorney, Chief of Police or Sheriff.

Entered into this 1st day of SEPTEMBER, 2015.

OR Bowen III

For the District Attorney District 25

[Signature]

For the Okmulgee Police Department

D. Glover #24

For the Checotah Police Department

[Signature]

For the Okmulgee County Sheriff

[Signature]

For the Henryetta Police Department

[Signature]

For the Eufaula Police Department

[Signature]

For the Morris Police Department

[Signature]

For the Dewar Police Department

For the Beggs Police Department

District 25 Violent Crime Task Force Call out Procedures

When a member agency receives a report of a violent crime and the agency head or his/her designee determines Violent Crime Task Force response is needed, the following procedure will be followed:

The agency head or his/her designee shall contact the call-out supervisor, Robert Frost, or in his absence, Secondary call-out supervisor, Joe Prentice, or in their absence the District Attorney. The request shall include the location of the crime scene(s), the location of the staging area (if different from the scene), a summary of the details known at the time of the request and the name of any suspects, if known.

The call out supervisor will immediately notify the District Attorney. The call-out supervisor will then utilize the established callout system to notify members.

Team members will respond to requesting agency as instructed in the text alert. Team members should obtain authorization to respond from their respective agencies.